

Olathe, Johnson County, Kansas, and payable at the office of said J. L. Petty John & Co. of Olathe, Johnson county, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect. And the said party of the first part do here by covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges, or attorney's fees incurred and paid by the said parties of the second part, their successors, heirs or assigns, in maintaining the priority of this mortgage or in defending the title to the land hereby mortgaged, or the validity of this mortgage, when attacked by parties other than the mortgagor.

and the said party of the first do further covenant and agree until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$\_\_\_ in insurance companies acceptable to the said parties of the second part, their successors, heirs or assigns, and assign and deliver to them all policies of insurance on said buildings and the renewals thereof; <sup>case of</sup> and in failure to do so, the said parties of the second part, their successors, heirs or assigns, may pay such taxes and assessments, make such repairs or effect such insurance; and the amount paid therefor, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured. And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then or at any time thereafter during the continuance of such default, the said parties of the second part, their successors, heirs or assigns, may without notice, declare the entire debt hereby secured, immediately due and payable and thereupon, or in case of default in payment of said promissory note at maturity, the said parties of the second part, their successors, heirs or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels. In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

In Presence of  
J. W. Thomas  
S. D. Moherman

Mary E. Balch  
Charles C. Balch

State of Kansas, Franklin County, SS. Be it remembered, that on this 2nd day of October nineteen hundred and Eleven before me, the undersigned, a Notary Public in and for said County and State, came Mary E. Balch and

(The following is entered on the original instrument)